

CO-SPONSORSHIP AGREEMENT

This Agreement, a Co-sponsorship agreement, is hereby entered into between the State of California State Water Resources Control Board (State), and the U. S. Environmental Protection Agency (USEPA). Note that the State Water Resources Control Board is part of the California Environmental Protection Agency, so these terms are used to distinguish between the Federal (USEPA) and State (CalEPA) Environmental Protection Agencies. Similarly, Region 9 refers here to the USEPA Region 9 (Pacific Southwest) not the State Region 9 Water Quality Control Board (San Diego). This MOU identifies the roles and responsibilities for the execution of a five-day training course entitled, “Water Quality Standards Academy.” The terms of this Agreement are expressed below:

1. BACKGROUND

USEPA offers a five-day intensive training course, “Water Quality Standards Academy” (WQSA) for states, Indian tribes, territories, environmental groups, industrial groups, municipalities, the academic community, federal agencies, watershed groups, and other interested parties. The WQSA is a highly structured training course on all aspects of the water quality standards regulations, including the technical, scientific, administrative and procedural aspects. Water quality standards are the cornerstone of state and Indian tribal water quality management programs.

States and authorized tribes have the primary authority for establishing and revising water quality standards. This responsibility is given to the states by statute (CWA section 303(c)). States and authorized tribes can also certify that federally licensed activities that may result in a discharge to waters of their state/tribe will comply with their WQS under Section 401 of the Act. Therefore, this training is critical to the State of California, as well as attendees from other states and authorized tribes and USEPA, to foster a better understanding of the crucial role of water quality standards in water management for those who must work within the water quality standards framework. For this Academy, USEPA and the State agree to collaborate to tailor the curriculum to California by supplementing it with State- and/or regional-specific examples and exercises to be tailored to State attendees. The State will also have the opportunity to provide additional State-only modules to be added at the end of the day, as a working lunch session, or accommodated within the regular curriculum with time adjustments (see Section 7 of this Agreement).

The State and the USEPA will co-sponsor the training course primarily for staff of the State of California, as well as Indian tribes in Region 9 with TAS, USEPA staff, and other staff from other states, federal agencies and stakeholder groups located in USEPA Region 9 (Nevada, Arizona, Hawaii, US territories). An estimated breakdown of attendees by affiliation is included as Attachment A. The five-day course will be held April 1-5, 2019 in Sacramento, CA. A total of up to 70 individuals will be trained. As noted in Attachment A, it is expected that approximately 40 of the seats will be filled by California State Water Resources Control Board attendees. The State will determine the appropriate attendees to fill the 40 designated seats, to best serve the training needs of the State. The USEPA will identify attendees to fill up to 30 designated seats.

This Co-sponsorship Agreement identifies the responsibilities that both agencies will undertake to

ensure a successful training experience for the target audience.

RESPONSIBILITIES - USEPA:

Venue and Instructors

1. Will provide information required by the State to assist with the identification of a training room(s), including room specifications, audio-visual (AV) equipment needs, etc.
2. Will provide expert instructors, who will be responsible for conducting the training session.
3. Will fund and manage a contract to support the session, including contractor personnel, as needed.
4. Will continue to be responsible for paying USEPA employees' (including instructors) salaries and fringe benefits for the duration of this Agreement. USEPA employees will be on official 'Travel Status' while participating in the "Water Quality Standards Implementation Academy" session. Nothing in this Agreement alters any terms and conditions of their employment with USEPA. USEPA employees will continue to accrue sick and annual leave for the duration of this Agreement.
5. Will provide funding for travel and other approved miscellaneous expenses for USEPA travelers and instructors.

Marketing and Course Materials

6. Will develop an announcement and market/publicize the training course with input from the State.
7. Will accept and record registration from prospective non-CA State attendees.
8. In the event that more people register than can be accommodated, will maintain a "wait list".
9. In the event of cancellations, will send letters of confirmation to individuals on the "wait list".
10. Will make every effort to "fill" each seat in the class (up to 70 attendees).
11. Will send out e-mail confirmation letters to attendees in addition to waitlist letters.
12. Will develop instructional and ancillary training materials and instructional aids and supplies and package printed material¹ for shipment to the training venue. This will include registration kits, along with visuals, instructional displays and other instructional materials.
13. Will collaborate to tailor the Academy curriculum to meet the needs of the state attendees by adding state- and/or regional-specific examples, exercises tailored to state attendees, and/or State-only modules (see Section 7 of this Agreement) to be added at the end of the day, as a working lunch session, or accommodated within the regular curriculum with time adjustments.
14. Will arrange and pay for shipping all instructional and ancillary materials to the training venue, as needed. This includes ensuring delivery of all training materials and supplies to the training facility not later than Friday, March 29, 2019. Will arrange for payment or for use of

¹ In an effort to conserve resources, the EPA provides most materials for the Academy in an electronic format. As a courtesy, the USEPA will provide access to electronic copies of the presentation slides and other materials at least a week prior to the Academy.

its contractor to ship all remaining instructional and ancillary materials to USEPA immediately following the conclusion of the training course, as needed.

15. Will provide information to the students on recommended lodging, eating and other establishments in close proximity to the training facility.
16. Will prepare for each attendee a "Certificate of Completion" following the session.

Onsite Duties and Academy Follow-Up

17. Will be responsible for on-site duties including distribution of materials at the venue and packaging of materials to be returned to USEPA at the end of the course.
18. Will provide on-site facilitation by USEPA staff for the duration of the session.
19. Will share results of the student evaluations of the course with the State following the session.

2. RESPONSIBILITIES – California State Water Resources Control Board:

Venue and A/V

1. Will reserve and pay (as applicable) for a meeting facility in which to hold the session, including a "primary classroom". Will arrange for a 24-hour hold on the meeting room for the five-day period to allow training materials to be left in the room overnight. Training rooms will be free of columns that would obstruct viewing.
 - a. The large training room shall be large enough to accommodate 80 people in a classroom style set up, plus up to two (2) "display tables" or space in the corridor (adjacent to the main training room) for "display table" items.
2. Will be responsible for receipt of training and ancillary materials at the training location the weekend prior to the start of the session, and arrange for storage of materials and supplies, if required by the training facility.
3. Will arrange for near-by copying services that may be needed.
4. Will arrange and provide funding for AV equipment.
5. Will arrange for and provide funding (as applicable) for back-up AV equipment in the event of equipment failures on-site.
6. Will be responsible for on-site duties including setting up of the training room, room monitoring, and operation of A/V equipment.
7. Will ensure access to the training facility for set-up by USEPA on Monday, April 1st at 7:30am.
8. Will provide other administrative support services as required for smooth operation of the training session.

Marketing and Course Materials

9. Will market/publicize the training course in coordination with USEPA.
10. Will determine prospective State attendees (up to 40 attendees) and accept and record registration from prospective State attendees.

11. In the event that more people register than can be accommodated, will maintain a “wait list”.
12. In the event of cancellations, will send letters of confirmation to individuals on the “wait list”.
13. Will make every effort to “fill” each seat in the class (up to 70 attendees).
14. Will send out e-mail confirmation letters to attendees in addition to waitlist letters.
15. Will collaborate to tailor the Academy curriculum to meet the needs of the state attendees by adding state- and/or regional-specific examples, exercises tailored to state attendees, and/or State-only modules (see Section 7 of this Agreement) to be added at the end of the day, as a working lunch session, or accommodated within the regular curriculum with time adjustments.

4. STATE FUNDING SOURCES AND BUDGET

The State will make arrangements to be able to provide the training facilities and administer the logistics necessary for the “Water Quality Standards Academy” on April 1-5, 2019.

5. USEPA FUNDING SOURCES AND BUDGET

USEPA will use discretionary funds and a conference planning contract to fund the “Water Quality Standards Academy” expenses including USEPA staff travel, contractor support, and printing and shipping of materials. All of EPA’s commitments in this Co-sponsorship agreement are subject to EPA budget priorities.

6. REGISTRATION FEES AND OTHER CHARGES

The USEPA/State will not charge a registration fee to attend the training course. The USEPA/State does not intend to sell educational materials pertaining to the training course or transcripts or recordings of the training course.

7. INDEPENDENTLY SPONSORED PORTIONS OF THE TRAINING COURSE

USEPA does not intend to sponsor any discrete portion of the training course independently. USEPA resources, including staff, will not be used to develop, promote or otherwise support a portion of the event that is independently sponsored by the co-sponsor, although official announcements and brochures may contain factual references to the schedule of the entire event, including portions sponsored solely by the co-sponsor.

The State intends to sponsor a discrete portion of the training course, to provide State-specific training related to WQS to State staff. Having up to 40 State staff attend this Academy session gives the State the opportunity to provide additional State-only modules to be added at the end of the day, as a working lunch session, or accommodated within the regular curriculum with time adjustments.

8. FUND-RAISING

The State will make clear, in any solicitation for funds to cover its share of the training costs that it,

not USEPA, is asking for the funds. The State will not imply that USEPA endorses any fund-raising activities in connection with the training course. The State will make clear to donors that any gift will go solely toward defraying the expenses of the State not USEPA's.

9. PROMOTIONAL ACTIVITY

The State will not use the training course primarily as a vehicle to seek or promote products or services. The State will ensure that any incidental promotional activity does not imply that USEPA endorses any products or services.

10. EVENT PUBLICITY AND ENDORSEMENT

The State will not use the name of USEPA or any of its components, except in factual publicity for the training course. Factual publicity includes dates, times, locations, purposes, agendas and speakers involved with the training course. Such factual publicity shall not imply that the involvement of USEPA in the training course serves as an endorsement of the general policies, activities or products of the State. Where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. The State will clear all publicity materials for the training course with USEPA to ensure compliance with this paragraph.

11. RECORDS

Records concerning the training course shall account fully and accurately for the financial commitments, contractual obligations and expenditures of USEPA and the State. Such records shall reflect, at a minimum, the amounts, sources and uses of all funds.

12. PUBLIC AVAILABILITY

This Co-sponsorship Agreement, as well as the financial records described in Paragraph 12 shall be publicly available.

13. CO-SPONSORSHIP GUIDANCE

USEPA and the State will abide by the October 1996 Guidance on Co-Sponsoring Conferences contained in USEPA Ethics Advisory 96-15. EPA Ethics Advisory is available at:
<http://intranet.epa.gov/ogc/ethics/96-15.pdf>

14. COSTS

All activities undertaken by USEPA under this Co-sponsorship Agreement are subject to the availability of appropriations. Each party to this Agreement will bear its own costs, unless USEPA and the co-sponsor have entered into a separate transaction such as a grant, cooperative agreement or contract. This co-sponsorship does not alter any authorities, policies and procedures applicable to the separate transaction. The State agrees not to submit a claim for compensation to USEPA for services performed in connection with this Co-sponsorship Agreement except to the extent that the costs are

allowable under a separate transaction.

Approved By:

Date:

Sara Hisel-McCoy, Director
Standards and Health Protection Division
Office of Science and Technology
U. S. Environmental Protection Agency

Approved By:

Date:

Karen Mogus, Deputy Director
Division of Water Quality
State Water Resources Control Board
State of California

Attachment A
Estimate of April 2019 California WQSA Attendees by Affiliation
(Subject to Change)

#	<u>Affiliation</u>	<u>Attendees Determined By</u>
40	California State Water Resources Control Board	State
5	USEPA Staff/Managers (not including 10 US EPA instructors)	USEPA
10	General Public	
4	Arizona Department of Environmental Quality	
4	Nevada Division of Environmental Protection	
2	Hawaii State Department of Health	
2	Tribes	
1	Guam	
1	American Samoa Environmental Protection Agency	
1	CNMI Bureau of Environment and Coastal Quality	
70	= sum of attendees	